

No. 135744

Date, April 1<sup>st</sup> 1886

Expires, April 1<sup>st</sup> 1889

Read the Conditions of this Policy, to prevent misunderstanding.

And please observe particularly the following provisions:—

"By accepting this Policy it shall be understood the Assured agrees to become bound by its terms and conditions."

"Agents of this Company have no authority to bind the Company in violation of any of the printed terms or conditions of insurance as herein expressed; and no printed or written condition or restriction hereof, which, by its terms, may be subject to waiver, shall be deemed to have been waived, except by a distinct, specific agreement, clearly expressed in the body of the Policy."

## INSURANCE COMPANY

OF

## NORTH AMERICA.

OFFICE—No. 232 Walnut Street,

PHILADELPHIA.

ORGANIZED, A. D., 1794.

Mr. Samuel Brown as

Executor & Trustee

of Real & Personal

Property Est. W. Klock, Decedent

Amount Insured, \$ 100.

Premium, . . . . \$ 30.75

TRAVIS & WOLF,

Edition of 1884.

General Insurance Agents,

CANASTOTA, N. Y.

### RECEIPT FOR CANCELLATION.

Agency at

18

Received of the INSURANCE COMPANY OF NORTH AMERICA,

DOLLARS,

Return Premium, in consideration of which, this Policy is hereby canceled and surrendered to the Company.

The Assured by said Policy.



# ENDORSEMENT SLIP.

End No. \_\_\_\_\_  
(Leave this No. Blank.)

## Insurance Co. North America.

Policy No. 135744

Renewal No. \_\_\_\_\_

Name of Assured, Samuel Crow Executor & Trustee of the estate of Michael Klock deceased  
Agency, Camarata N. Y.

### SYNOPSIS OF POLICY.

Amounts.

Items.

Expiration of Policy

Date of Endorsement.

Old Rate

New Rate

Extra Premium.

July 22 86

### COPY OF ENDORSEMENT.

Samuel Crow having resigned the office of Executor & Trustee of the estate of Michael Klock deceased & Andrew J. French having been appointed Administrator with the will annexed & Trustee in place of said Crow, this policy is hereby continued in force in the name of and for the benefit of said French as such Administrator with the will annexed and Trustee

In Cases of Removal give Information Called for Below; also state Map No. \_\_\_\_\_ and Street No. \_\_\_\_\_ and add to Endorsement "Risk Ceasing in Former Location."

On or In Same Building.

Not on or In Same Building,  
but within 100 feet.

EXPOSURES WITHIN 100 FEET?

OCCUPANCY

EXPIRATION.

EXPIRATION.

North \_\_\_\_\_

First Story \_\_\_\_\_

South \_\_\_\_\_

Second Story \_\_\_\_\_

East \_\_\_\_\_

Third Story \_\_\_\_\_

West \_\_\_\_\_

Fourth Story \_\_\_\_\_

No. ....

No. ....

Amt., \$ . . . . .

Amt. \$ . . . . .

No. ....

No. ....

Amt., \$ . . . . .

Amt. \$ . . . . .

Travis & Wolf Agent.

To CHAS. R. KNOWLES, Manager, Albany.

DO NOT WRITE ON THIS MARGIN.



Insurance Co. North America

Policy No.  
Amount

THIS POLICY IS VALID FOR THE  
ENTIRE TERM OF THE POLICY

COPY OF EMPLOYMENT

IN CASE OF REMOVAL OF THE INSURED PERSON FROM THE SERVICE OF THE EMPLOYER, THE POLICY SHALL BE VOID.

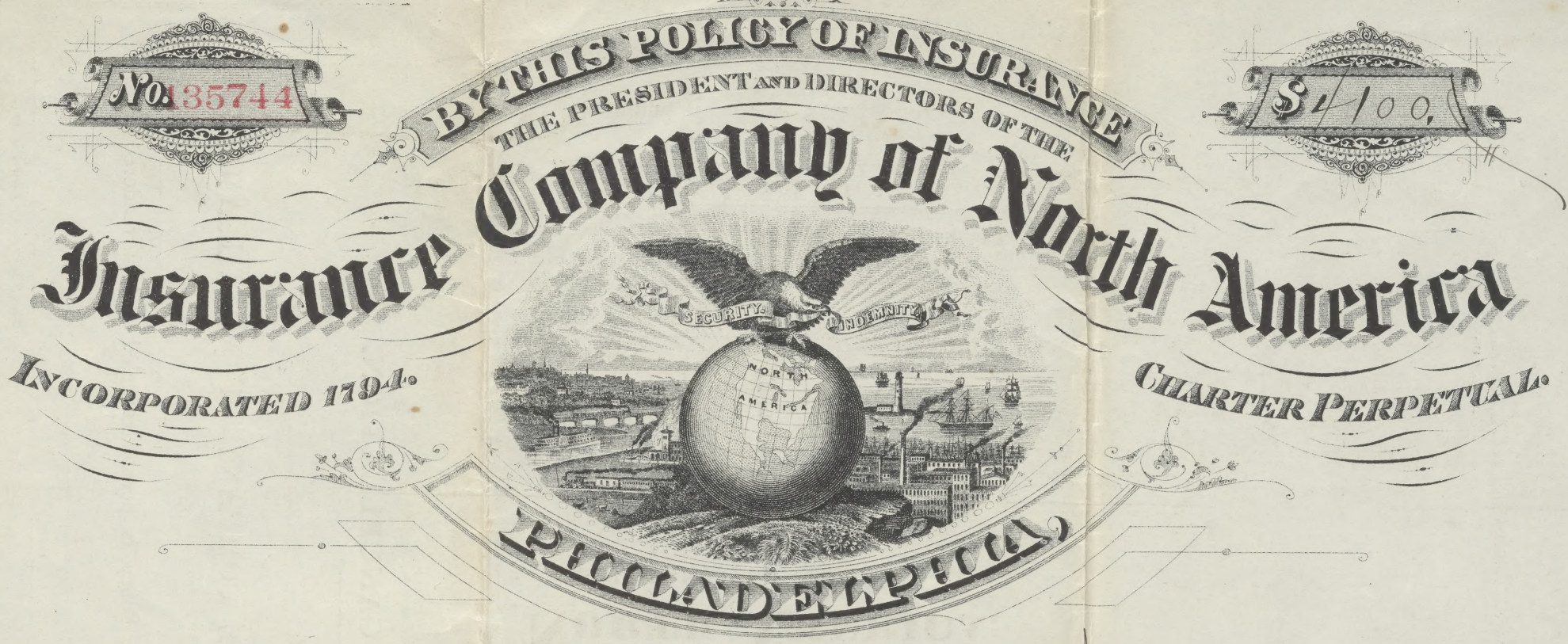
OCCUPANCY

WITNESS MY HAND

NOT TO BE USED FOR ANY OTHER PURPOSE

IN WITNESS WHEREOF





In consideration of the receipt of Thirty & 75/100 Dollars  
Do Insure Jamuel Lewis Executor and Trustee of the Estate of Michael Klock Decedent against loss or damage by Fire to an  
amount not exceeding Four Thousand One Hundred Dollars.

RATE.	VALUE.	Amount Insured.	
		1500.	On the new frame tin roof Dwelling house & additional occupied as a residence situate on the east side of the highway leading from Seneca Basin to Union Corners in Seneca N.Y.
	500.		On household furniture useful & ornamental household furnishings goods. Painted books. Pictures framed. Plate & plated ware. Family wearing apparel. Provisions. Family supplies. Trunks & trunks. Jewellery in use. Matches & match chains. Umbrellas. Parasols. Sewing Machine Musical instruments & fuel all contained in above described dwelling house.
	500.		On the frame Barns connected situate about 75 feet south west from said dwelling
	100.		On family produce therein
	100.		On farming utensils Wagon. Carriage. Sleighs. Batters. Harnesses. Ropes. Blankets. Farm & garden tools & implements therein
	50.		On Hog house situate northerly from said barns
	50.		On Cattle & Grain Barn Southeast from said dwelling house
	700.		On Live stock in said buildings or at large on the premises but not more than \$40. On one Cow or Bull \$100. On one Horse or \$70 on any other animal
	1000.		On frame Dwelling house & additional occupied as a family residence situate on the south side of the Dutch Settlement road in Seneca N.Y.
	100.		On frame Corn Barn & Hog house attached situate just south of said dwelling house.
	\$4100.		Reserve allowed for lights

James H. Wolf Agent.

474561

LIGHTNING TO BE ATTACHED TO POLICY

It is understood and agreed that this policy is void if the property hereby insured, whether fire ensues not, property damaged, this Company shall be liable for the amount hereby insured bears to the whole amount of a similar clause or not.

Countersigned at Seneca this First day of April A. D. 1886

Charles R. Pratt Secretary.

Charles R. Pratt President.

James H. Wolf Agent.







It is understood and agreed that this Policy shall cover loss or damage by lightning to the property hereby insured, whether fire causes or not, provided that it there is other insurance upon the property damaged, this Company shall be liable for only such proportion of the loss or damage as the amount hereby insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not.

TO BE ATTACHED TO POLICY AND DAILY REPORT.

LIGHTNING CLAUSE.

And said Company hereby agrees, (subject to the limitations and conditions herein expressed,) to make good unto the said assured, its executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums hereby insured, as shall happen by fire to the property above specified, from the first day of April one thousand eight hundred and eighty six at noon, to the first day of

one thousand eight hundred and eighty six at noon; the amount of loss or damage to be based upon the actual cash value of the property at the time of the loss, as herein provided, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at the office of the Company in Philadelphia, or at one of its Department Offices, in accordance with the terms and provisions of this Policy; provided that it shall be optional with the Company, in lieu of such payment, to repair, rebuild or replace the property lost or damaged, with other of like kind and quality within a reasonable time, giving notice of its intention so to do within sixty days after the completion and the receipt of the proofs herein required.

**I.-Loss or Damage for which the Company is not liable.-Provision relative to damage by removal.**-This Company shall not be liable, by virtue of this Policy, for loss or damage by fire caused by invasion, insurrection, riot, civil commotion, military or usurped power; or by neglect of, or deviation from, municipal ordinances or regulations made to prevent accidents from fires; or by the absence in buildings of good and substantial stone or brick chimneys; or by the use of open lights in barns and stables, or where wood shavings are made; or by depositing ashes in buildings in wooden vessels; or by any culpable carelessness, or willful or unlawful act of the assured. Nor shall the Company be liable for loss caused by lightning, aside from loss by fire resulting therefrom, unless otherwise stipulated in the body of this Policy; or by the explosion of any explosive substance, or by explosions of any kind, unless fire results therefrom, and then for the loss or damage by the fire only, to be estimated with reference to the value of the property immediately after the explosion; or by virtue of the action or order of the civil authorities, designed to arrest the spread of a fire. It shall be the duty of the assured to use all possible endeavors, at and after a fire, to save and protect from damage the property covered by this Policy; and when it becomes necessary in the discharge of such duty, to remove property from a building, the Company will indemnify the assured for such proportion of the damage resulting from such removal, as the sum hereby insured on said property shall bear to the whole value thereof, but no more. The Company will not be liable for any part of the damage resulting from the unwarrantable removal of property, or from negligence in protecting property when exposed to loss or damage; nor shall there be any liability for property stolen at or after a fire.

**II.-Descriptions of property not covered except when specifically mentioned.-Special or qualified interests.**-Things not subjects of insurance.-Watches, jewels, jewelry, plate, casts, medals, sculpture, statues, ornaments and curiosities; paintings, pictures and engravings; models and patterns; printed books and music; musical and scientific instruments, (piano-fortes in dwellings excepted), shall not be deemed as covered by any insurance hereunder, unless particularly specified in the body of the Policy; and no such article, in case of loss, shall be valued at more than the cost thereof. Plate glass (in doors and windows) containing nine square feet and more; frescoed work or gilding on walls or ceilings; store furniture and fixtures; signs, side-walks, and awnings; yard fences and fixtures-must, in like manner, be specifically mentioned, or the same will not be covered. If insurance is desired on property held in trust, on storage, or on commission; or on a building standing on leased ground; or on property of any kind in which the interest of the applicant for insurance does not amount to the entire, sole, and absolute ownership-it must, in every such case, be so represented to the Company, and clearly expressed in the body of the Policy, otherwise there will be no liability hereunder as to such property or limited interest. Books of account, bills, notes, deeds, bonds, money or bullion, evidences of debt, or securities of property of any kind, are not subjects of insurance under this Policy, and are never covered.

**III.-Prohibitions; and circumstances and conditions under which this Policy will become void.**-Gunpowder, Fireworks, Nitro-Glycerine, Phosphorus, Naphtha, Benzole, Benzine, Benzene, Varnish, Camphene, Spirit Gas, Gasoline, Phosgene or Burning Fluid, or any similar inflammable fluid, are positively prohibited from being deposited, stored, kept or used in any building on which, or on the contents of which, there is any insurance under this Policy, unless by special consent expressed in the body of the Policy, naming each article specifically--otherwise the insurance by this Policy shall be void. The generating or evaporating within the premises named herein, or contiguous thereto, of any substance for a Burning Gas, or the working of carpenters, or other mechanics, in finishing, altering, or repairing the said premises, (ordinary or incidental repairs, not occupying over fifteen days during the term of this insurance, excepted,) will vitiate this Policy, unless expressly consented to in the body hereof.

If an application, survey, or plan, furnished by the assured, descriptive of the risk and the property covered by this Policy, is referred to herein, the same shall be considered a part of this contract and a warranty by the assured; and if the assured shall, in such application, survey, or plan, or in any statement or description, written or oral, make any misrepresentation as to the character, condition, situation, value, or ownership of said property, or as to the occupancy of the premises or the exposures thereon, or any other misrepresentation whatever, or fail to make known every fact material to the risk, including the amount of incumbrance on said property, if any, this Policy shall be void. The procuring of insurance on said property for more than its cash value; or the having of other insurance thereon, or any part thereof, valid or invalid, prior or subsequent, not made known to this Company and consented to hereon; or any change increasing the hazard, either within the premises or adjacent thereto, within the control of, or known to the assured, and not reported to this Company and agreed to by entry in due form in the body hereof--will render this Policy null and void. If a building covered by this Policy shall become vacant, or unoccupied, or, if a mill or manufactory, shall stand idle, or be run nights or over-time, without notice to, and the consent of, the Company clearly stated hereon, all liability hereunder will thereupon cease; and if a building shall fall, (except as the result of a fire,) this Policy, if covering thereon or on property therein, shall thereupon immediately cease and determine. An attempt to defraud the Company, in the matter of a claim for loss, by false swearing, or otherwise, shall cause a forfeiture of this Policy and all claim for loss hereunder.

If the assured shall, by voluntary transfer or conveyance, dispose of the property covered by this Policy, or of an undivided interest therein, or a change shall take place in the membership of the firm or copartnership for whose benefit the insurance hereunder was effected, this Policy may be assigned to the party or parties succeeding to the ownership of the property, provided the Company shall first consent thereto by endorsement hereon--otherwise this insurance shall cease from the date of such change in ownership. The passing or entry of a decree of foreclosure, or a sale under a deed of trust; or the taking into possession or custody of the property herein described, or any part thereof, by virtue of legal process or judicial decree; or a dispute as to the title to the property, in any proceeding in law or equity; or the acquiring, by a third party, of an insurable interest in the property, or any part thereof, by virtue of a mortgage or deed of trust, executed by the assured subsequent to the date hereof; or a voluntary assignment of the property for the benefit of creditors, or proceedings under any bankrupt or insolvent law, divesting the assured of the absolute right of controlling and disposing of the property; or any change whatever in title or right of possession, not herein specified, succession by reason of the death of the assured excepted, shall, each and all, cause the immediate termination of this Policy, unless otherwise provided by special agreement clearly expressed in the body of the Policy.

**IV.-Privilege as to Lights, keeping and vending of Coal Oil and Saltpetre.**-The use, as a light, of Refined Coal Oil or Petroleum, of lawful fire test, is permitted in dwellings, stores and warehouses, lamps being filled by daylight only. When used in workshops and manufactories, permission for such use must be agreed to hereon. Merchants accustomed to deal in the articles, are privileged to keep for sale twenty-five pounds of Saltpetre; also, five barrels of Refined Coal Oil or Petroleum, of lawful fire test, provided the same be not drawn by artificial light, placed within the distance of fifteen feet thereof. A disregard of the foregoing restrictions will invalidate the Policy.

This Policy shall not take effect before the premium is paid; and is granted upon, and with reference to, the above conditions, limitations and requirements, and in consideration thereof, as well as of the premium paid. By accepting this Policy it shall be understood the assured agrees to become bound by its terms and conditions.

IN WITNESS WHEREOF, the said President and Directors of the Insurance Company of North America, on their part, have caused these presents to be signed by their President, and attested by their Secretary, in the CITY OF PHILADELPHIA, STATE OF PENNSYLVANIA; but this Policy shall not be valid unless countersigned by said Company's duly authorized Agent at

ATTEST,

Rec'd R. Fryer, Secretary.

Countersigned at Leamastota this first day of April A. D. 1886

**V.-Apportionment of liability in case of other Insurance.-Re-insurance.**-If, at the happening of any loss to the property hereby covered, there shall be other insurance thereon, the liability of the Company under this Policy shall be limited to such proportion of the loss sustained, not exceeding the sum hereby insured, as the amount at risk on said property under this Policy shall bear to the whole amount at risk thereon in this and other Companies, including all Policies and contracts for insurance, valid and invalid, existing at the time of the loss; and when such other insurance, or any part thereof, shall be subject to the conditions of average, this Policy shall be subject to average in like manner. Re-insurance to be on the basis of joint liability, this Company to pay such proportion of the loss sustained by the re-insured Company, as the sum hereby re-insured shall bear to the whole sum at risk by the re-insured Company.

**VI.-Conditions as to Renewals and Cancellations.-Miscellaneous Provisions.**-All renewals of this Policy, to be valid, must be made by virtue of Certificates of Renewal, signed by the President and Secretary of the Company, and countersigned by the duly authorized Agent of the Company at the place of issue thereof. Every renewal shall be considered as made with reference to the original representations as to character, condition, value, situation, occupancy, incumbrance, exposures, and otherwise, unless varied by new representations reported by the assured, either before or at the time of such renewal, certified to by proper entry hereon. This Policy shall be subject to cancellation at any time, at the request of the assured, the Company to retain earned premium reckoned at the usual short rate for the time expired. The Policy may also be at any time cancelled by the Company, on refunding or tendering to the assured, his her, or their agent or representative, a ratable proportion of the premium for the time unexpired; and where the insurance is made payable to a third party, as collateral security, it shall not be necessary to give notice to, and have the consent of, said third party, in order to effect such cancellation. Any person other than the assured, who may have applied for or procured this Policy, or any renewal thereof, shall therein be deemed to have acted as the agent of the assured and not of this Company. Agents of this Company have no authority to bind the Company in violation of any of the printed terms or conditions of insurance as herein expressed; and no printed or written condition or restriction hereof, which, by its terms, may be subject to waiver, shall be deemed to have been waived, except by a distinct, specific agreement, clearly expressed in the body of the Policy. The cost of arbitrations, appraisements, estimates, plans and specifications shall be borne equally by the assured and the Company; and, in all appraisements, the Company shall have the right to take any of the articles damaged at their appraised value.

**VII.-Duty of Assured in case of Loss.-Proofs of Loss.-Appraisements.**-On the happening of any loss or damage to the property hereby covered, the assured shall give immediate notice thereof to the Company, and as soon thereafter as possible render a particular account and proof thereof, signed and sworn to by the said assured, setting forth; 1st, a copy of the written portion or body of this Policy and all endorsements thereon; 2d, other insurance, if any, on same property, or any portion thereof, we copies of the written portion or body of each Policy and endorsements thereon; 3d, the actual cash value of the property covered by the Policy, at the time immediately preceding the loss; 4th, the ownership of the said property, and the interest of assured in same; 5th, for what purposes, and by whom, the building described herein was occupied in its several parts, at the time of the loss; 6th, the date of the fire, and the amount of actual loss or damage; 7th, how the fire originated, so far as the assured may know or believe. Said proofs shall be conclusive as to the amount of the loss or damage sustained, only when said proofs shall have been made by the assured, or by a majority of the assured, or determined by appraisers duly chosen as hereinafter provided. As preliminary to said proofs, it shall be the duty of the assured, when personal property is damaged, to forthwith cause the same to be put in the best order possible, properly arranged, separating the damaged from the undamaged, and make a complete inventory thereof, naming the kind, quantity, and sound value of each article; on which the damage shall be appraised, item by item. A similar inventory, so far as possible, shall be made of personal property claimed to have been totally destroyed; and, if required, assured shall produce for examination and copying by the Company, its agent or attorney, all books of account and vouchers relating to the claim, including certified copies of bills, invoices, and other vouchers, the originals of which have been lost or mislaid; also, if required, accurate plans and specifications of any building, machinery, or fixtures, on which loss is claimed. If the assured and the Company cannot agree as to the amount of the loss or damage, three competent and disinterested appraisers or experts shall be chosen, one by each party; the two so chosen to choose the third to with and decide all differences between them, whose duty it shall be, under oath or affirmation, to appraise the cash value, at the time of the fire, of the property damaged or destroyed, and fix the loss or damage thereon in detail; rendering an account thereof in writing, or, in case of a building, machinery, or fixtures, to make a detailed estimate in writing of the cost of repairing or replacing the same. In all cases due allowance shall be made for depreciation in value by age, use, location, or otherwise, and the amount of such depreciation shall be deducted from the cost of replacing property to ascertain its real cash value; and in case of repairs suitable allowance shall be made for the difference between old and new work. If the policy covers both real and personal property, separate sets of appraisers shall be chosen to ascertain the loss or damage on each, if either of the parties hereto shall demand it. Appraisals and estimates so made and signed by a majority of the appraisers, while conclusive as to amount of the loss or damage, shall not determine the legal liability of the Company hereunder. If requested the assured shall also, either before or within sixty days after making and submitting proofs as above required, submit to an examination or examinations, under oath or affirmation, by an agent or attorney of the Company, touching all matters relating to the claim and the cause of the fire, and subscribe to the same when reduced to writing. And until such proofs, appraisals, estimates, plans and specifications are furnished, and examinations permitted, no valid claim against the Company for loss or damage shall be deemed to have been made. It is also declared to be a condition precedent to the granting of the insurance under this Policy, that the amount of loss claimable hereunder shall not exceed the actual value of the property destroyed, as hereinbefore provided, any statute to the contrary notwithstanding.


**VIII.-Disputed Claims.-Provision as to Arbitrations.**-If differences shall arise between the parties hereto, (not determined and settled by appraisers,) as to the amount of any loss or damage, after proofs thereof have been received in due form, the matter shall, at the written request of either party, be submitted to three impartial arbitrators, (each party to choose one, and the two so chosen to choose the third,) whose award in writing, signed by a majority of the arbitrators, shall be binding on the parties, as to the amount of such loss or damage, but shall not decide the legal liability of the Company under this Policy. And in such case of disagreement, the determination of the amount of the loss or damage sustained, by arbitrators as aforesaid, shall be a condition precedent to the right of the assured, or other party, to institute proceedings at law for the recovery of the claim hereunder. Nor shall any suit or action for the recovery of a claim under this Policy, be sustainable in any Court of law or equity, if commenced after the expiration of one year from the date of the loss, but such lapse of time shall be deemed conclusive evidence against the validity of such claim, any statute of limitations to the contrary notwithstanding.


Leamastota, N.Y.  
Charles Platt, President.

Lawist Wolf, Agent.



## ASSIGNMENTS.

 An ASSIGNMENT of this Policy is to be made only when, by virtue of a voluntary transfer or conveyance, a change has taken place in the title or ownership of the property covered by the Policy. In such case, the consent of the Company having been previously obtained, the form subjoined should be used in making the assignment.

 When it is desired to make the insurance hereunder payable to a third party, as collateral security, an entry must be made in the body of the Policy, in terms substantially as follows: "At the request of the Assured, the Loss under this Policy, if any, is made payable to..... (state the name of the mortgagee or trustee, as the case may be,)..... to extent of his mortgage interest, not exceeding the sum insured."

The Assured under this Policy having applied for permission to assign the same to .....,  
by reason of a transfer of the title or ownership of the property covered by this Policy to said part ....., the **INSURANCE COMPANY of NORTH AMERICA**  
hereby consents to such assignment, subject to all the terms and conditions of insurance herein mentioned and referred to.

Dated the ..... day of ..... 188 . ..... AGENT.

For Value Received, (consent having been first obtained, as above certified,) ..... hereby transfer, assign and set over unto  
..... and ..... assigns, all ..... right, title and interest in this Policy of Insurance, and all  
benefit and advantage to be derived therefrom.

Witness ..... hand this ..... day of ..... 188 . ..... Assured.

The Assured under this Policy having applied for permission to assign the same to .....,  
by reason of a transfer of the title or ownership of the property covered by this Policy to said part ....., the **INSURANCE COMPANY of NORTH AMERICA**  
hereby consents to such assignment, subject to all the terms and conditions of insurance herein mentioned and referred to.

Dated the ..... day of ..... 188 . ..... AGENT.

For Value Received, (consent having been first obtained, as above certified,) ..... hereby transfer, assign and set over unto  
..... and ..... assigns, all ..... right, title and interest in this Policy of Insurance, and all  
benefit and advantage to be derived therefrom.

Witness ..... hand this ..... day of ..... 188 . ..... Assured.